



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

On April 18, 2019, the Landlord applied for a Direct Request proceeding seeking an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") pursuant to Section 46 of the *Residential Tenancy Act* (the "Act"), seeking a Monetary Order for Unpaid Rent pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On May 7, 2019, this matter was set down for a Dispute Resolution proceeding to be heard on May 30, 2019 at 11:00 AM.

H.F. attended the hearing as an agent for the Landlord. The Tenant attended the hearing as well, with M.T. attending as her advocate. All parties provided a solemn affirmation.

H.F. advised that he served the Tenant with the Notice of Hearing package and evidence by registered mail on April 29, 2019 and the Tenant confirmed that she received this. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served this package.

M.T. advised that their evidence was not served to the Landlord. As such, I have excluded this evidence and it will not be considered when rendering this decision. However, the Tenant was still permitted to speak to this evidence and provide testimony with respect to it during the hearing.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?
- Is the Landlord entitled to a Monetary Order for the unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 1, 2015 and that rent was established at \$1,350.00 per month, due on the first of each month. A security deposit of \$650.00 was paid.

H.F. stated that she served the Notice to the Tenant by posting it to the Tenant's door on April 5, 2019, which indicated that \$3,050.00 was outstanding on April 1, 2019. M.H. confirmed that the Tenant received this Notice on April 5, 2019, he confirmed that she was in arrears \$3,050.00, and that she neither paid the arrears to cancel the Notice nor did she apply to dispute the Notice. However, both parties confirmed that May 2019 rent was paid in full.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenant will pay June rent on June 1, 2019 in full **(\$1,350.00)**.
2. The Tenant will pay half the rent arrears **(\$1,525.00)** on June 7, 2019.
3. The Tenant will pay July rent on July 1, 2019 in full **(\$1,350.00)**.
4. The Tenant will pay the remaining half of the rent arrears **(\$1,525.00)** on July 7, 2019.
5. The rent must be paid in full **(\$1,350.00)** on the first of each month for each of the following months.
6. The Notice of April 5, 2019 is cancelled and of no force or effect.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If any of the conditions from 1 through 5 are not satisfactorily complied with, the Landlord is granted an Order of Possession that is effective **two days after service of this Order** on the Tenant.

If any of the conditions from 1 through 5 are not satisfactorily complied with, the Landlord is granted a Monetary Order in the amount of **\$3,050.00** for the rent arrears. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in the settlement above.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I hereby order that the 10 Day Notice to End Tenancy for Unpaid Rent of April 5, 2019 to be cancelled and of no force or effect.

In addition, in support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenant if necessary, effective **two days after service**. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file

the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

In addition, I provide the Landlord with a conditional Monetary Order in the amount of **\$3,050.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 30, 2019

Residential Tenancy Branch